

1 BILL NO. S-82-07-// (as amended)

2 SPECIAL ORDINANCE NO. S-125-82

3 AN ORDINANCE approving an Agreement
4 between the City of Fort Wayne, Indiana
5 through its Board of Public Works and
6 Cook Road Industrial Investors, Inc.,
7 Sam W. Fletcher, Jack W. Schrey and Fred
8 Marolf for a water main extension.

9 WHEREAS, the City of Fort Wayne, Indiana has made
10 a strong commitment to this community for economic development;
11 and

12 WHEREAS, the City of Fort Wayne, through its Board of
13 Public Works, and Cook Road Industrial Investors, Inc., Sam
14 W. Fletcher, Jack W. Schrey and Fred Marolf have agreed to a
15 joint venture for economic development; and

16 WHEREAS, Cook Road Industrial Investors, Inc., Sam W.
17 Fletcher, Jack W. Schrey and Fred Marolf are owners of the
18 following described real estate, to-wit:

19 Located in the Northeast Quarter of Section 16,
20 and Northwest Quarter of Section 15, Township
21 31 North, Range 12 East, consisting of 112.545
22 acres, bounded on and contiguous to the following
23 boundaries: Cook Road, Ludwig Road, Chalfant
24 Road and the former G R & I Railroad and

25 said property more particularly described on Exhibit "A" attached
26 hereto, made a part hereof, as if fully set out herein; and

27 WHEREAS, Cook Road Industrial Investors, Inc., Sam W.
28 Fletcher, Jack W. Schrey and Fred Marolf, owners of the afore-
29 described real estate, created an Industrial Research Center
30 on said property; and

31 WHEREAS, as part of the joint venture by the City of
32 Fort Wayne, through its Board of Public Works, and Cook Road
Industrial Investors, Inc., Sam W. Fletcher, Jack W. Schrey
and Fred Marolf, the City has been requested to extend a sixteen
inch (16") water main to the aforescribed real estate known
as Cook Road Industrial Research Center.

1 Page Two

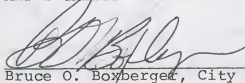
2
3 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
4 OF THE CITY OF FORT WAYNE, INDIANA:

5 SECTION 1. That a certain Agreement dated June 9,
6 1982 between the City of Fort Wayne, Indiana, by and through
7 its Board of Public Works, and Cook Road Industrial Investors,
8 Inc., Sam W. Fletcher, Jack W. Schrey and Fred Marolf for a
9 water main extension, all as more particularly set forth in
10 said Agreement, which is on file in the Office of the Board
11 of Public Works, a copy of which is attached hereto, made a part
12 hereof, as if fully set out herein, be and the same is in all
13 things hereby ratified, confirmed and approved. Two copies
14 of said Agreement are on file with the Office of the City Clerk
15 and made available for public inspection, according to law.

16 SECTION 2. That this Ordinance shall be in full force
17 and effect from and after its passage and any and all necessary
18 approval by the Mayor.

19
20 
21 Councilmember

22 APPROVED AS TO FORM
23 AND LEGALITY

24 
25 Bruce O. Boxberger, City Attorney
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as amended 7-27: provided waiver of remonstrance against annexation of the area is made a part of said agreement.

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Matters (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-13-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
BRADBURY	<u>X</u>	_____	_____	_____	_____
BURNS	<u>X</u>	_____	_____	_____	_____
EISBART	<u>X</u>	_____	_____	_____	_____
GiaQUINTA	<u>X</u>	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>X</u>	_____
SCHMIDT	<u>X</u>	_____	_____	_____	_____
SCHOMBURG	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 7-27-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 125-821 on the 27th day of July, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of July, 1982, at the hour of 11:30 o'clock PM, E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 6th day of August 1982, at the hour of 3 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-07-11

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE a-proving an Agreement between the City of Fort Wayne, Indiana
through its Board of Public Works and Cook Road Industrial Investors, Inc.,
Sam W. Fletcher, Jack W. Schrey and Fred Marolf for a water main
extension

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE *BY* PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GiaQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

CONCURRED IN

DATE _____ CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT
BETWEEN
THE CITY OF FORT WAYNE
AND
COOK ROAD INDUSTRIAL INVESTORS, INC.
FOR WATER MAIN EXTENSION

WHEREAS, THE CITY OF FORT WAYNE, through its Board of Public Works, hereinafter referred to as "City," and COOK ROAD INDUSTRIAL INVESTORS, INC., Contract Buyers, and Sam W. Fletcher, Jack W. Schrey and Fred Marolf, Contract Sellers, hereinafter referred to as "DEVELOPER," hereby agree to a joint venture for economic development with City, and,

WHEREAS, Developer is proposing an industrial expansion that would create jobs to the betterment of the Citizens of the City, and

WHEREAS, Developer is the owner of and intends to create an industrial and research center on the following described tract of land, to-wit:

Located in the Northeast Quarter of Section 16, and Northwest Quarter of Section 15, Township 31 North, Range 12 East, consisting of 112.545 acres, bounded on and contiguous to the following boundaries: Cook Road, Ludwig Road, Chalfant Road and the former G R & I Railroad, and, more particularly described on attached Exhibit "A," and,

WHEREAS, City through its Mayor and Board of Public Works has a strong commitment to the community for economic development, in creating employment for the citizenry, and,

WHEREAS, City as a part of the joint venture has been requested by said Developer to extend a 16" water main to the aforescribed land known as Cook Road Industrial Research Center, and,

NOW, THEREFORE, City hereby agrees to extend, and Developer hereby agrees to accept water service from a 16" diameter water main as follows:

1. City will construct, at its expense, a 16" water main from the City's existing system to a point on Chalfant Road, 1100+ feet south of Cook Road at an estimated cost of One hundred twenty-five thousand, three hundred dollars (\$125,300.), including engineering, inspection, pressure-testing and disinfection fees.
2. One-half of the total project cost, as certified by the Chief Water Engineer, shall be recovered from Developer at the rate of \$575.00 per gross acre, as the following described real estate is developed.

SEE ATTACHED EXHIBIT "A"

3. Developer agrees that, in the event it acquires any acreage contiguous to the real estate hereinbefore described, it shall, at its sole cost, and in accordance with the latest provisions of the Main Extension Policy of the Utility, extend the water main so as to service such additional acreage.
4. City and Developer agree that in addition to the cost of any water main extensions, an assessment of \$300.00 per gross acre

shall be paid by Developer as such contiguous property is developed. Such assessments shall be applied to any outstanding balance of Developer's original share of said main extension.

5. Developer shall provide City with all required easements for the extension of said water main into and through such additional acreage.
6. Developer will furnish City with a legal description of all such additional acreage when acquired.
7. Developer agrees that all funds expended by City pursuant to this Agreement as well as all area assessments and charges in connection with said water main shall be a lien upon the real estate described in paragraph 5 hereof as well as upon all other contiguous real estate acquired by Developer hereafter.
8. Developer agrees to execute and deliver to City from time to time such further documents and agreements as City may reasonably request so as to secure, record, perfect, or otherwise obtain a lien on those parcels of real estate herein described or hereafter acquired by Developer.
9. Developer agrees to pay all costs incurred by the City in the collection of any delinquent assessments or charges.
10. This Agreement shall extend for a term of 15 years from date hereof and at the time of expiration, any sums expended by City pursuant to paragraph 1 hereof and not previously recovered by it pursuant to other provisions hereof shall be payable to City forthwith. Other area assessments and charges shall be payable in accordance with the City's established policies and payment methods.
11. City agrees to attempt to acquire necessary easement for "off-site" areas. All costs of such acquisition shall be borne by Developer.
12. Developer agrees to acquire the services of a professional engineering consultant to provide, at its sole costs, plans and specifications that are to be reviewed and approved by City. Further, Developer agrees to have consultant deliver to City reproducible mylars that may be utilized by City for bidding purposes by City.
13. Developer agrees to grant City of Fort Wayne all necessary easements permanent and construction, width to be determined by City, throughout the aforescribed tract of land.
14. The term "developed" as used in this Agreement, shall mean as a parcel of property is platted and approved by the Planning Commission having jurisdiction, or as building and/or sales occur, whichever occurs first.

15. City is herewith granted the authority to record this Agreement and any subsequent legal descriptions given to it by Developer in order to give notice of its lien upon the real estate herein described as well as upon tracts subsequently acquired by Developer as herein contemplated.
16. This Agreement is subject to the approval of the Common Council of the City of Fort Wayne, Indiana.

EXECUTED this 9th day of June, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey
STEPHEN A. BAILEY, CHAIRMAN

Roberta Anderson Staton
ROBERTA ANDERSON STATEN, MEMBER

Betty R. Collins
BETTY R. COLLINS, MEMBER

CONTRACT BUYER:

COOK ROAD INDUSTRIAL INVESTORS, INC.

BY: S. Fletcher Moppert
FLETCHER MOPPERT, PRESIDENT

By: Barry Sturges
BARRY STURGES, SECRETARY-TREASURER

CONTRACT SELLERS:

Sam W. Fletcher
SAM W. FLETCHER

Jack W. Schrey
JACK W. SCHREY

Fred Marolf
FRED MAROLF

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

Richard I. Snouffer
ASSOCIATE CITY ATTORNEY
RICHARD I. SNOUFFER, ASSOC. CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 19____, personally appeared the within named STEPHEN A. BAILEY, ROBERTA ANDERSON STATEN, and BETTY R. COLLINS, members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn, said that they are respectively the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the CITY OF FORT WAYNE, INDIANA, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

My Commission Expires:

ELIZABETH J. MEYER, Notary Public
 Resident of Allen County
 My Commission Expires Feb. 12, 1985

Elizabeth J. Meyer
 Notary Public
 A Resident of Allen County, Indiana

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of July, 19 82, personally appeared the within named Fletcher Moppert and Barry Sturges, who being by me first duly sworn upon their oaths say that they are the President and Secretary-Treasurer respectively, of Cook Road Industrial Investors, Inc., Contract Buyer, and as such duly authorized to execute the foregoing instrument and the same as the voluntary act and deed of Cook Road Industrial Investors, Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

My Commission Expires:

July 21, 1985

Sylvia L. Davis
 Sylvia L. Davis
 Notary Public
 A Resident of Allen County, Indiana

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of July, 19 82, personally appeared the within named Sam W. Fletcher, Jack W. Schrey and Fred Marolf, Contract Sellers, and acknowledged the foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

My Commission Expires:

July 21, 1985

Sylvia L. Davis
 Sylvia L. Davis
 Notary Public
 A Resident of Allen County, Indiana

EXHIBIT "A"

The East Half of the West Half of the Northeast Quarter of Section 16, the East Half of the Northeast Quarter of Section 16, Range 12 East, together with that part of the Northwest Quarter of Section 15, which is West of the right-of-way of the G. R. & I. Railroad except that part of the aforementioned which lies within the right-of-way of Cook Road, all in Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the East Half of the West Half of said Northeast Quarter; thence N 00° -16' W, (North line of said Northeast Quarter assumed to be N 90° -00' E and is used as the basis for the rest of the courses in this description) on and along the West line of the East Half of said West Half, being within the right-of-way of Chalfant Road, 2531.8 feet to a point on the South right-of-way line of Cook Road said point being situated 60.0 feet (S 00° -16' E) from the Northwest corner of the East Half of said West Half, thence N 90° -00' E and parallel with the North line of said Northeast Quarter, on and along said South right-of-way line, 15.0 feet; thence N 60° -43' E, on and along said South right-of-way line, 61.3 feet; thence N 85° -14' E, on and along said South right-of-way line, 60.2 feet to a point situated 25.0 feet (measured at right angle) South of said North line; thence N 90° -00' E and parallel to said North line, on and along said South right-of-way line, 555.1 feet thence S 87° -08' E, on and along said South right-of-way line, 100.1 feet to a point situated 30.0 (measured at right angle) South of said North line; thence N 90° -00' E and parallel to said North line, on and along said South right-of-way line, 1000.0 feet; thence N 86° -49' E, on and along said South right-of-way line, 90.1 feet to a point on the East line of said Northeast Quarter, said point being situated 25.0 feet South of the Northeast corner of said Section 16; thence N 90° -00' E and parallel to the North line of the Northwest Quarter of said Section 15, on and along said South right-of-way line, 7.3 feet to the West right-of-way line of said G. R. & I. Railroad; thence S 00° -04' E, on and along said West right-of-way line, 2616.1 feet to the South line of said Northwest Quarter of Section 15; thence S 89° -21' W, on and along said South line, being also the centerline of Ludwig Road, 7.7 feet to the Southeast corner of the Northeast Quarter of said Section 16; thence S 89° -59' W, on and along the South line of said Northeast Quarter, being also the centerline of said Ludwig Road, 1864.2 feet to the point of beginning, containing 112.545 acres of land and subject to legal right-of-way for Chalfant Road and Ludwig Road.

3 AN ORDINANCE approving an Agreement
4 between the City of Fort Wayne, Indiana
5 through its Board of Public Works and
6 Cook Road Industrial Investors, Inc.,
7 Sam W. Fletcher, Jack W. Schrey and Fred
8 Marolf for a water main extension.

9 WHEREAS, the City of Fort Wayne, Indiana has made
10 a strong commitment to this community for economic development;
11 and

12 WHEREAS, the City of Fort Wayne, through its Board of
13 Public Works, and Cook Road Industrial Investors, Inc., Sam
14 W. Fletcher, Jack W. Schrey and Fred Marolf have agreed to a
15 joint venture for economic development; and

16 WHEREAS, Cook Road Industrial Investors, Inc., Sam W.
17 Fletcher, Jack W. Schrey and Fred Marolf are owners of the
18 following described real estate, to-wit:

19 Located in the Northeast Quarter of Section 16,
20 and Northwest Quarter of Section 15, Township
21 31 North, Range 12 East, consisting of 112.545
22 acres, bounded on and contiguous to the following
23 boundaries: Cook Road, Ludwig Road, Chalfant
24 Road and the former G R & I Railroad and

25 said property more particularly described on Exhibit "A" attached
26 hereto, made a part hereof, as if fully set out herein; and

27 WHEREAS, Cook Road Industrial Investors, Inc., Sam W.
28 Fletcher, Jack W. Schrey and Fred Marolf, owners of the afore-
29 described real estate, created an Industrial Research Center
30 on said property; and

31 WHEREAS, as part of the joint venture by the City of
32 Fort Wayne, through its Board of Public Works, and Cook Road
Industrial Investors, Inc., Sam W. Fletcher, Jack W. Schrey
and Fred Marolf, the City has been requested to extend a sixteen
inch (16") water main to the aforescribed real estate known
as Cook Road Industrial Research Center.

Page Two

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain Agreement dated June 9,
1982 between the City of Fort Wayne, Indiana, by and through
its Board of Public Works, and Cook Road Industrial Investors,
Inc., Sam W. Fletcher, Jack W. Schrey and Fred Marolf for a
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said Agreement, which is on file in the Office of the Board
of Public Works, a copy of which is attached hereto, made a part
hereof, as if fully set out herein, be and the same is in all
things hereby ratified, confirmed and approved. Two copies
of said Agreement are on file with the Office of the City Clerk
and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

*provided waiving remonstrance against
annexation of the area is made a
part of said ~~Agreement~~*

TITLE OF ORDINANCE Water Main Extension Agreement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE An agreement between the City of Fort Wayne through the Board of Public Works (City) and Cook Road Industrial Investors, Inc., Sam W. Fletcher, Jack W. Schrey and Fred Marolf (Developer) whereby they agree to a joint venture for economic development. The Developer is proposing an industrial expansion that would create jobs to the betterment of the Citizens of the City. The City will construct at its expense, a 16" water main from the City's existing system to a point on Chalfant Road, 1100+ LF south of Cook Road.

EFFECT OF PASSAGE create employment for citizens

EFFECT OF NON-PASSAGE industrial and research center will not be created.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$125,300.00 (estimated)

One-half of total cost shall be recovered from Developer at the rate of \$575.00 per gross acre.

ASSIGNED TO COMMITTEE _____

TITLE OF ORDINANCE Water Main Extension Agreement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE An agreement between the City of Fort Wayne through the Board of Public Works (City) and Cook Road Industrial Investors, Inc., Sam W. Fletcher, Jack W. Schrey and Fred Marolf (Developer) whereby they agree to a joint venture for economic development. The Developer is proposing an industrial expansion that would create jobs to the betterment of the Citizens of the City. The City will construct at its expense, a 16" water main from the City's existing system to a point on Chalfant Road, 1100* LF south of Cook Road.

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